

INVITATION TO BID		CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION		RESPONSES MUST BE RECEIVED BY: 11/16/16 11:00 a.m. CST	
TITLE: VIDEO SERVER END OF LIFE REPLACEMENT *****THIS HAS BEEN DEEMED AND APPROVED AS A PROPRIETARY BID ***** *****ALL ITEMS MUST BE THE BRAND AND MODEL NUMBER SHOWN *****			RETURN BID TO: PURCHASING DIVISION Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802		
FILE NO: 04444-16 REQ NO: RQ040225 AD DATES: 10/31/16 & 11/07/16					
SHIP TO ADDRESS: City of Baton Rouge 9000 Airline Highway Baton Rouge, LA 70815			CONTACT REGARDING INQUIRIES: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 323 Email: dsstewart@brgov.com		
VENDOR NAME			MAILING ADDRESS		
REMIT TO ADDRESS			CITY, STATE, ZIP		
TELEPHONE NO.		FAX NO.		E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER				TITLE	
AUTHORIZED SIGNATURE				PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)					

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30
ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

VIDEO SERVER END OF LIFE REPLACEMENT PRICING SHEET

*****THIS HAS BEEN DEEMED AND APPROVED AS A PROPRIETARY BID *****
*****ALL ITEMS MUST BE THE BRAND AND MODEL NUMBER SHOWN *****

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0001	SERVER HARDWARE KIT (L3 DESR725) or Approved Equal – See Specifications State Brand and Model # Bidding: <hr/>	3	Each	<hr/>	<hr/>
0002	HARDWARE DIRECT SERVICE (L3 EMA-LSMVDX725H) or Approved Equal - see Specifications State Brand and Model # Bidding: <hr/>	12	Each	<hr/>	<hr/>
0003	DVD BURNER WITH PRINTER [Rimage 6000N & Everest 600 Printer] (L3 RIM6KN-5YEW) or Approved Equal - see Specifications) State Brand and Model # Bidding: <hr/>	3	Each	<hr/>	<hr/>
0004	ACCESSORIES KIT [Rimage 6000N / 5410N with DVD Media, Patch Cable, Ribbons, Blu-Ray Reader] (L3 LSCMPD2540KIT) or Approved Equal - see Specifications) State Brand and Model # Bidding: <hr/>	3	Each	<hr/>	<hr/>

VIDEO SERVER END OF LIFE REPLACEMENT PRICING SHEET

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*****ALL ITEMS MUST BE THE BRAND AND MODEL NUMBER SHOWN *****

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0005	ON SITE PROFESSIONAL SERVICES (L3 MVD-TRAN-OPS) or Approved Equal - see Specifications) State Brand and Model # Bidding: <hr style="border: 0; border-top: 1px solid black;"/>	4	Each	_____	_____
0006	SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal – See Specifications State Brand and Model # Bidding: <hr style="border: 0; border-top: 1px solid black;"/>	3	Each	_____	_____
TOTAL _____					

VIDEO SERVER END OF LIFE REPLACEMENT SPECIFICATIONS

The specification describes the minimum requirements. Equipment shall be new, of current manufacture, a production model, and meet or exceed the minimum requirements. Bidders should identify whether the proposed product bidding comply with the minimum requirements and identify any deviations to the requirements.

ITEM	DESCRIPTION	DEVIATION (if applicable)
0001	<p>SERVER HARDWARE KIT (L3 DESR725) or Approved Equal</p> <ul style="list-style-type: none"> • Dell Power Edge R630 rack-mountable with dual Intel Xeon E5-2609-V3 Six Core Processors, dual power power supplies, 4 Ethernet ports, with 25TB storage. • Also includes: monitor, keyboard, mouse, USB Card reader, Dell Power Connect 2808, and 2 Ethernet cables <p>State Brand and Model # Bidding:</p> <hr/>	
0002	<p>HARDWARE DIRECT SERVICE (L3 EMA-LSMVDX725H) or Approved Equal</p> <ul style="list-style-type: none"> • One year hardware direct service • <p>State Brand and Model # Bidding:</p> <hr/>	
0003	<p>DVD BURNER WITH PRINTER [Rimage 6000N & Everest 600 Printer] (L3 RIM6KN-5YEW) or Approved Equal</p> <ul style="list-style-type: none"> • Rimage 6000N (Catalyst) 2 Blu Ray, with Everest 600 Printer (Windows 7) • Includes: 300 CDs, 200 DVDs, CMY ribbon and retransfer ribbon. • Five year Rapid exchange warRanty <p>State Brand and Model # Bidding:</p> <hr/>	

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ITEM	DESCRIPTION	DEVIATION (if applicable)
0004	<p>ACCESSORIES KIT [Rimage 6000N / 5410N with DVD Media, Patch Cable, Ribbons, Blu-Ray Reader] (L3 LSCMPD2540KIT) or Approved Equal</p> <ul style="list-style-type: none"> • Rimage 6000N / 5410 Accessory kit contains DVD and Blue-Ray media, patch cable, ribbons and Blu-Ray reader <p>State Brand and Model # Bidding:</p> <p>_____</p>	
0005	<p>ON SITE PROFESSIONAL SERVICES (L3 MVD-TRAN-OPS) or Approved Equal</p> <ul style="list-style-type: none"> • On sight professional services <p>State Brand and Model # Bidding:</p> <p>_____</p>	

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ITEM	DESCRIPTION	DEVIATION (if applicable)
0006	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p>DIGITAL EVIDENCE MANAGEMENT SOFTWARE (DEMS) SPECIFICATIONS</p> <ul style="list-style-type: none"> • The digital evidence management solution shall consist of a video transfer system, a management software and a backup and output system. It shall be capable of automatically or manually ingesting video from the mobile systems and managing access and distribution through the agencies LAN. • The DEMS shall be capable of automatically receiving and ingesting all data from the vehicle (including video, metadata and incident priority designations) and shall transfer the data rapidly utilizing layered secure transfer methods such as WEP, MAC addressing, directional antennas so as not to compromise the potential evidence value or encumber the operation with excessive work loading. • Using digital evidence management application software, the system shall be capable of organizing and managing files based on evidence state and priority and managing their lifecycle accordingly. All user interactions shall be web based and require no special skills to use. • The DEMS shall maintain video evidence integrity and security in all operations. Original video files shall be immutable (they are never changed) and maintained securely. The software shall track video throughout its lifetime. All activity shall be logged (viewing, outputting, commenting, etc.) and the system shall output a simple Chain of Custody report documenting the files history. 	

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ITEM	DESCRIPTION	DEVIATION (if applicable)
0006 (cont.)	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p style="text-align: center;">USER MANAGEMENT</p> <ul style="list-style-type: none"> • The DEMS shall utilize standard LAN connected agency PCs as clients and shall not require any special client software licensing. • The DEMS shall support hierarchical access privileges that are definable by the agency • The DEMS shall support the creation of special class of users that are intended to function as display only (either video or case) accounts for simple, secure, controlled and limited viewing by non-standard users. These shall be intended for prosecutors and court usage. • The DEMS shall support the ability for remote prosecutor/court access provided sufficient bandwidth and a common LAN is utilized. • Shall provide the capability to restrict the viewing of videos based on User permissions. 	

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0006 (cont.)	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p style="text-align: center;">VIDEO STORAGE MANAGEMENT</p> <ul style="list-style-type: none"> • All activity shall be tracked and logged. A Chain of Custody document (not a computer log file) containing the agency logo and an easy-to-follow categorized history of activity shall be automatically generated. This document shall be outputted as an unalterable PDF file. • The archiving/DVD backup process shall be automatic. Disk writing and labeling shall occur without manual intervention. The system shall require only the periodic loading a stack of DVDs into a robot. • The DEMS shall automatically back up utilizing the same DVD process thus eliminating the need for periodic administrator tape backups. • The DEMS shall support a definable review period (typically 30, 60, 90 days) wherein all video shall be maintained on-line and available for potential evidence review. During this period, the system shall allow for the tagging of video as potential video evidence through a simple post collection web search/retrieval interface. • The DEMS shall also support the automated tagging of potential evidence at the time the incident is recorded, through the processing of a priority designation, assigned in the vehicle at the time of the incident. This automated incident management shall support five priority levels, each with definable assignments and processing rules. • All video files shall be searchable and trackable even if not designated as evidence and/or has rolled from the agency provided RAID system. The metadata shall remain on the server after the video has rolled off. Thus providing an easily searchable database of the archived files facilitating their restoration and utilization. • All archived video shall be capable of being reloaded back into the system through a simple automated process. The system shall automatically identify the appropriate archived DVD and shall notify the administrator for video restoration. 	

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0006 (cont.)	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p style="text-align: center;">USER-INTERACTIONS & CAPABILITIES</p> <ul style="list-style-type: none"> • The DEMS user interface shall prominently display the agency's identification logo. • All user interactions shall be through a simple web-based interface and shall utilize the agency's LAN connected PCs. • The DEMS shall provide simple key data based search capabilities for easy location of video files. Data shall include: officer's name, vehicle Identifier, date/time, priority level, GPS location and video state. • The DEMS shall allow for the simple display of search results and shall include easily understood icons, relevant text and a thumbnail image from the video. For easy data access, the results shall be sorted on any designated data column. • The DEMS shall display the video metadata and shall allow for the simple viewing of video utilizing DVR-like controls through the web interface. Software must be able to stream video across agency's network for viewing purposes. Software requiring video to be downloaded from the server, onto the PC for viewing will not be considered. • The DEMS shall be capable of capturing digital stills from within a video file. • The DEMS shall utilize a simple click designation to tag videos as having potential evidence value. This extends the on-line lifetime of the video. • The DEMS shall be capable of the simple creation of virtual case folders. These case folders shall contain extended case related, key data fields. Agency definable notation boxes for standard case information such as: DUI, domestic, accident, minor, etc. may also be added. • The DEMS shall provide simple key data-based search capabilities for easy location of case files. This data shall include extended case key data. • The DEMS shall provide simple key data-based search capabilities for easy location of case files. • The DEMS shall facilitate the use of video for investigations and court. The software shall be capable of simply adding multiple video files to the case folder as well as digital stills, digital documents, and any other digital files. This case folder shall be tracked as a complete unit and controlled and outputted as such. 	

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ITEM	DESCRIPTION	DEVIATION (if applicable)
0006 (cont.)	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p>ADMINISTRATOR INTERACTIONS & CAPABILITIES</p> <ul style="list-style-type: none"> • The DEMS's administrative interface shall prominently display the agency's identification logo. • The administrator shall have full user capabilities to search and utilize video files. • The administrator shall have the ability to set-up users as well as assign and remove access privileges and capabilities. • The administrator shall have the ability to add cars to the system. • The administrator shall have the ability define the case notations that appear when a user creates a case file. • The administrator shall have the ability to assign identifiers and operating rules to the in-car designated incident classification priority levels. • The administrator shall be designated as the single physical output point (for security and evidence control). • The DEMS shall manage the administrator's operational duties such as output to DVD and video restoration from archive so as to facilitate and simplify the administrator duties. This shall include the automatic labeling of DVDs for output and the identification of archived DVD number for restoration. <p>OTHER MEDIA MANAGEMENT</p> <ul style="list-style-type: none"> • The DEMS shall support the uploading and management of other digital media files including: digital stills from digital cameras, digital documents, graphics, digital audio recordings, etc. 	

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0006 (cont.)	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p style="text-align: center;">FILE OUTPUT</p> <ul style="list-style-type: none"> • The DEMS shall allow for output requests to be processed through LAN connected PCs. However, the physical output shall be capable of being constrained to a single station for security and evidence control. • The DEMS shall support the exporting of an event in the original QBX, MKV formats or as a converted MP4. Exported files can then be transferred to DVDs or other media for records exchange. The labeling of the DVD shall be automatic and contain all relevant identifying numbers. • The evidence outputted DVDs shall include all necessary elements to perform an evidence validity check on the disk. Outputted DVDs may also contain other relevant digital files and the Chain of Custody document. • Evidence shall be exportable to ZIP folder. <p style="text-align: center;">REDACTION</p> <ul style="list-style-type: none"> • The Evidence Management System shall provide the capability to redact Video and/or Audio to satisfy FOYA requires. The resultant redacted recording shall be exportable to an MP4 in either ISO or ZIP folder format. • Redacting a recording must not change the original recording in any way. 	

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0006 (cont.)	<p>SERVER INSTALLATION & DATA MIGRATION (L3 MVD-DES-BTO-EOL) or Approved Equal</p> <p style="text-align: center;">HARDWARE ARCHITECTURE</p> <ul style="list-style-type: none"> • The purchasing agency will supply a video management server that shall use industry accepted and supportable components and subsystems. • The digital evidence management solution software shall operate on a Redhat Linux[®] operating system for robust operation, supportability and security. Software based on a Windows platform will not be considered. <p style="text-align: center;">RIMAGE SPECIFICATIONS</p> <ul style="list-style-type: none"> • Rimage 6000N (Catalyst) 2 Blu-ray, with Everest 600 Printer (Windows 7) <p style="text-align: center;">WARRANTY</p> <ul style="list-style-type: none"> • Extended Maintenance Agreements shall be offered to extend coverage after the one-year warranty expires. <p>State Brand and Model # Bidding:</p> <hr/>	

INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
5. After opening, bids may not be withdrawn for a period of sixty (60) days.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.

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14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. City - Parish purchases are excluded from state and local taxes.
19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
20. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
21. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in OMB circular a-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.

29. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

30. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST
BE SUBMITTED WITH BID.**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of _____, 20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20__, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20__.

SECRETARY

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Owned, Combined Single Limit
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821